

**LICENSE AGREEMENT FOR WHISKEY BARRELS, STOOLS
AND STANCHIONS WITH CHAINS WITH RIRA IRISH PUB
2013-2014 SEASON**

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and RIRA VERMONT, LLC d/b/a RIRA IRISH PUB, a commercial establishment located at 123 Church Street, Burlington, Vermont (hereinafter RIRA or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to, and on the College Street side of, 123 Church St. Street; and

WHEREAS, RIRA stated on its application (attached hereto as Exhibit A) that it wishes to place 4 whiskey barrels and 8 stools on the sidewalk area on the College Street side of the building located at 123 Church Street; and

WHEREAS, RIRA has stated in its permit application that there will be 2 stanchions with chains surrounding the whiskey barrels and stools and the barrels, stools and stanchions with chains will cover a 135 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and RIRA enter into the following License Agreement:

1. TERM

The CITY grants to RIRA (hereinafter LICENSEE) a license to place 4 whiskey

barrels, 8 stools and 2 stanchions with chains covering an area of 135 sq. ft. on the public right-of-way on the College Street side of the building at 123 Church St. for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain whiskey barrels, stools and stanchions with chains on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The whiskey barrels, stools and stanchions with chains are to be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the whiskey barrels, stools and stanchions with chains in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the whiskey barrels, stools and stanchions with chains and any damage to the whiskey barrels, stools and stanchions with chains is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the whiskey barrels, stools and stanchions with chains, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

c. The whiskey barrels, stools and stanchions with chains shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The whiskey barrels, stools and stanchions with chains shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the whiskey barrels, stools and stanchions with chains. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the whiskey barrels, stools and stanchions with chains and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the Endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives

for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the whiskey barrels, stools and stanchions with chains.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

12. This License Agreement supersedes all other License Agreements executed for

this location.

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

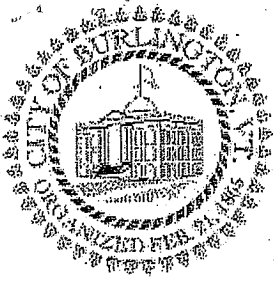
By: _____
Miro Weinberger, Mayor
Duly Authorized

BUENO BURLINGTON, INC.
d/b/a RIRA

Witness

By: _____
Duly Authorized

1b/c: GM 2013/License Agree for Encumbrance – RIRA Irish Pub, College St. (Whiskey Barrels, Stools & Stanchions) 2013
5/30/13



OFFICE OF THE CLERK AND TREASURER
 CITY ATTORNEY'S OFFICE
 MAY 24 2013
 REC'D

149 CHURCH STREET
 BURLINGTON, VT 05401
 Voice (802)865-7000
 FAX (802)865-7014
 TTY (802)865-7142
 Amy Bovee (802)865-7019
 Ron Gore (802)865-7562

Encumbrance Application / Renewal

DBA NAME: RIRA IRISH PUB
 CONTACT NAME: MAT MESSENGER
 MAILING ADDRESS: 123 CHURCH ST
BURLINGTON VT 05401

DATE: 4/15/13
 PHONE: 860-9401
 FAX: 658-5742
 EMAIL: MATMESSENGER@RIRA.COM

DBA NAME: RIRA IRISH PUB
 COMPANY: RIRA VERMONT LLC

LOCATION OF ENCUMBRANCE: _____

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application): DIAGRAM ON BACK

Description: SMALL PATIO STYLE SET UP OF 4 WHISKEY BARNELS W/ 2 STOOLS
EACH TO BE USED AS TABLE/CHAIR SET-UPS. 2 ON EACH SIDE OF THE
ENTRANCE. BOTH SIDES WILL BE ROPED OFF W/ STATIONERS AND CHAINS. SET-
UP WILL BE DAILY FROM 4PM - DARK (APPROX 9PM) THERE WILL BE A 5 FT SPACE
BETWEEN ANY TABLE/STATIONER AND THE GRATE SURROUNDING THE TREE.

Total Square Feet (\$1.00 per SF): 135 SQ. FT.

DIAGRAM ON BACK

PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing. ON BACK
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$160.00

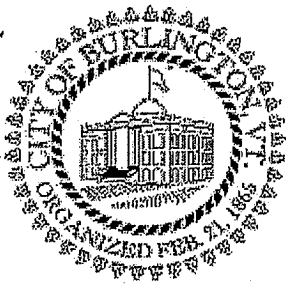
Signature: *Matthew...*

Date: 4/15/13

For office use only: Amount received \$ 160.00 on 4/15/13
 Sent to DPW: 4/15/13 Sent to Attorney: 5/23/13

Check # 12210

Exhibit A



OFFICE OF THE CLERK AND TREASURER
 149 CHURCH STREET
 BURLINGTON, VT 05401
 Voice (802)865-7000
 FAX (802)865-7014
 TTY (802)865-7142
 Amy Bovee (802)865-7019
 Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: RIRA THE IRISH PUB RESTAURANT

DATE: Monday, April 15, 2013

COMPANY: RIRA VERMONT LLC

PHONE: 802-860-9401 453-7679 (cell)

LOCATION: 123 CHURCH STREET

FAX:

MAILING ADDRESS: Matthew Messenger
 PO BOX 695
 NEW CANAAN, CT 06840-0695

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes No

3. Additional Comments: MAINTAIN A MINIMUM OF 5' PEDESTRIAN WALKWAY - ROW

4. A 135 square foot placement of SMALL PATIO STYLE SET UP OF 4 WHISKEY BARRELLS WITH 2 STOOLS EACH TO BE USED AS TABLE/CHAIR SET UPS. 2 ON EACH SIDE OF HTE

DEPARTMENT OF PUBLIC WORKS

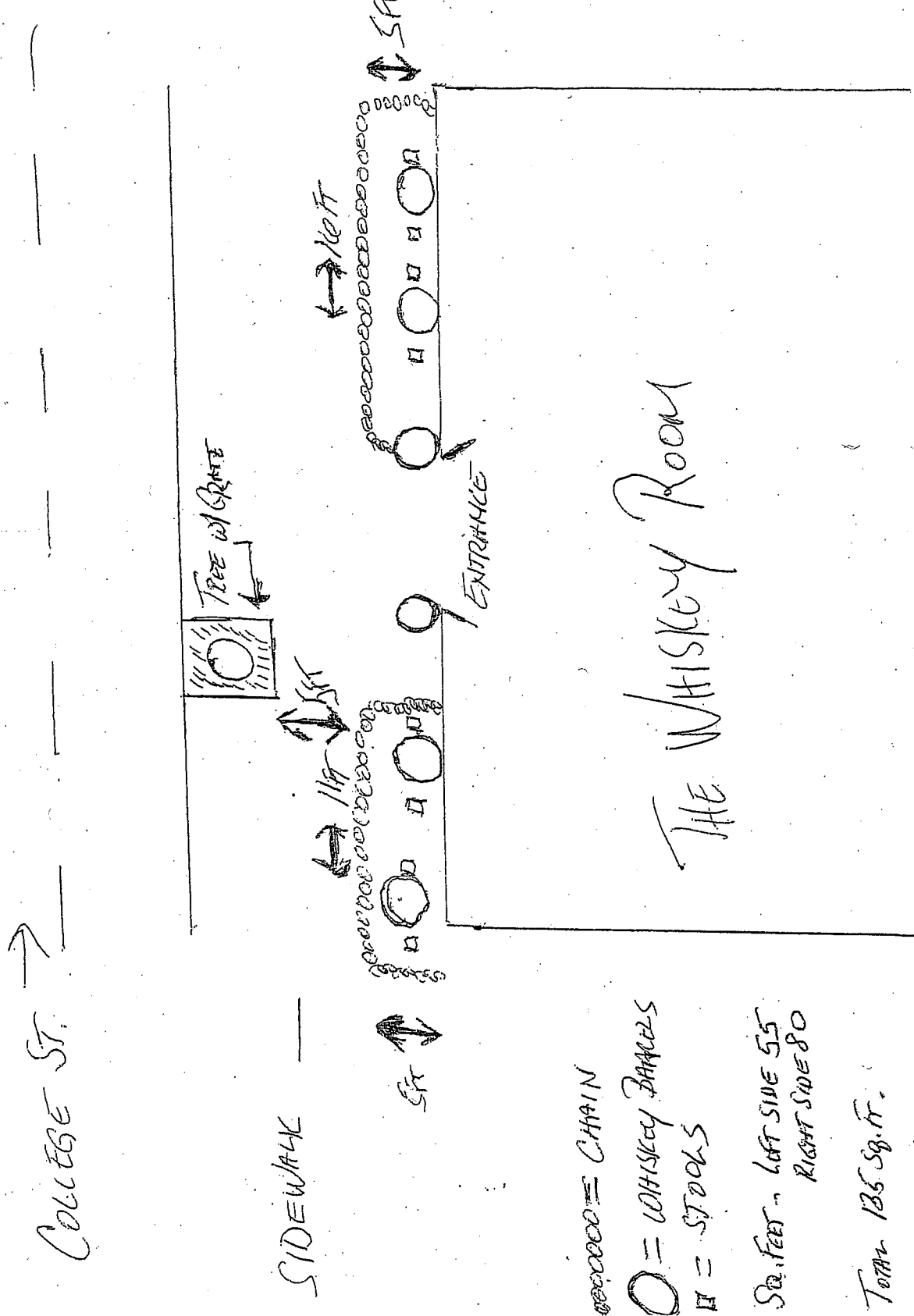
Approved? Yes No Explain: MAINTAIN 135 SF WITHIN PERIO OFR AREA
PEDESTRIAN ROW 5' MINIMUM

Signature Ron Gore

Date: 04/19/13

Exhibit B

Exhibit C



The Whiskey Room

~~~~~ = CHAIN

O = WHISKEY BARRELS

□ = STOCKS

Sq. FEET - LEFT SIDE 55  
RIGHT SIDE 80

TOTAL 135 Sq. Ft.

COLLEGE ST. →

SIDEWALK —

TREE W/ GATE

ENTRANCE

5 FT. ↓

← 14 FT

5 FT. ↓

5 FT. ↓

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |                                                                |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| PRODUCER<br>Richards Robinson Sheppard Insurance LLC<br>152 Conant Street<br>Suite 304<br>Beverly, MA 01915 | CONTACT NAME: J. Murray/jmurray@rrsins.com                     |
|                                                                                                             | PHONE (A/C, No, Ext): 617 284-5267 FAX (A/C, No): 617-654-9044 |
|                                                                                                             | E-MAIL ADDRESS: certificates@rrsins.com                        |
|                                                                                                             | INSURER(S) AFFORDING COVERAGE                                  |
|                                                                                                             | INSURER A: Tokio Marine Specialty Insuranc                     |
|                                                                                                             | INSURER B:                                                     |
|                                                                                                             | INSURER C:                                                     |
|                                                                                                             | INSURER D:                                                     |
|                                                                                                             | INSURER E:                                                     |
|                                                                                                             | INSURER F:                                                     |

|                                                                                              |                     |                  |
|----------------------------------------------------------------------------------------------|---------------------|------------------|
| INSURED<br>Ri Ra Vermont, LLC<br>Ri Ra Holdings, LLC<br>P.O. Box 695<br>New Canaan, CT 06840 | CERTIFICATE NUMBER: | REVISION NUMBER: |
|----------------------------------------------------------------------------------------------|---------------------|------------------|

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                     | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                        |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                               |                    | PPK993338     | 03/15/2013              | 03/15/2014              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$0<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COM/OP AGG \$2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                      |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                            |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                |                    |               |                         |                         | WC STATUTORY LIMITS \$<br>OTHER \$<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Patio Seating  
The City of Burlington is listed as an additional insured with respect to general liability as required by written contract.  
123 Church Street; Burlington, VT  
Ri Ra Vermont, LLC

|                                                                                                                                                     |                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br>City of Burlington<br>Clerk/Treasurer's Office<br>Encumbrance Application Dept.,<br>149 Church Street<br>Burlington, VT 05401 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Charles R. Rine</i> Exhibit D |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

**CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR  
CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART

**SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS**

| AI or CH | Additional Insured or Certificate Holder | Address              |
|----------|------------------------------------------|----------------------|
| AI       | City of Burlington                       | 149 Church St        |
|          | Attn: Encumbrance Applications           | Burlington, VT 05401 |

The following is added to A. CANCELLATION of the Common Policy Conditions of the above applicable coverage part:

- A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
1. 45 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above SCHEDULE is added to the policy by a separate additional insured endorsement as the CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER does not provide additional insured coverage.

- 15 days before the effective date of cancellation if we cancel for non-payment of premium.

*EXhibit E*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s)                                                |
|--------------------------------------------------------------------------------------------------------|
| City of Burlington<br>Attn: Encumbrance Applications<br>149 Church St<br>Burlington, VT 05401          |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.